



---

# ***FORECLOSURE SALE 99 UNIT APARTMENT COMPLEX IN EAST CLEVELAND, OH***

---



## ***PAGE-WYMORE APARTMENTS***

Is offered for sale at foreclosure.

Bids will be accepted at:  
**The Blue Room in the Main Lobby Area of  
The Court of Common Pleas  
Cuyahoga County Court House  
Justice Center Bldg. 1200 Ontario St.,  
Cleveland, OH 44113**

**local time: Friday, January 9, 2004  
at: 10:00 a.m.**



U. S. Department of Housing and  
Urban Development

## TABLE OF CONTENTS

### SECTION 1 - INTRODUCTION AND GENERAL INFORMATION

PAR	PG	PAR	PG
1. Definition of Invitation for Bid.....	1	6. Cancellation of Sale.....	1
2. Bid Responsiveness.....	1	7. Bidder's Due Diligence.....	1
3. Sale to Highest Qualified Bidder.....	1	8. Post-Closing Required Repairs.....	1
4. No Redemption Period.....	1	9. Recordation of Certain Documents.....	1
5. Bid Acceptance or Rejection.....	1	10. Source for Additional Information.....	1

### SECTION 2 - FORECLOSURE SALE PROCEDURES AND SUBMISSION OF BIDS

1. General.....	1	5. Telegraphic or Facsimile Bids.....	2
2. Bidding at the Foreclosure Sale.....	1	6. Verbal Notification to the High and	
3. Items That Must Be Submitted at the		Second High Bidder.....	2
Foreclosure Sale.....	2	7. Rejection of Lower Bids.....	2
4. Corrections.....	2		

### SECTION 3 - POST FORECLOSURE SALE PROCEDURES

1. Continuance of Offers.....	2	5. Submission of Post-Bid Documents Ten (10)	
2. Submission of Post-Bid Documents Two (2)		Days After Foreclosure Sale.....	3
Days After Foreclosure Sale.....	2	6. Review of Project Management.....	3
3. Qualification, Acceptance, Rejection of Bid	2	7. Closing Date Requirement.....	3
4. Handling of the Earnest Money Deposit.....	3	8. Extension of Closing.....	3

### SECTION 4 - CLOSING

1. Execution of Use Agreement.....	3	6. Method of Payment.....	4
2. Closing Date and Place.....	3	7. Letter of Credit.....	4
3. Cash Due at Closing.....	4	8. Conveyance.....	4
4. Prorations.....	4	9. Recordation of Deed.....	4
5. Closing Expenses.....	4	10. Documents to be Furnished or Executed at	
		Closing.....	4

### SECTION 5 - DISCLAIMERS

1. Disclaimer.....	4	3. HUD Liability.....	4
2. Unauthorized Oral Statement Modifications	4		

### ATTACHMENTS

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>ATTACHMENT A</b> - Property at a Glance<br><input checked="" type="checkbox"/> <b>ATTACHMENT B</b> - Terms and Requirements of Foreclosure Sale - Acknowledgment by Bidder<br><input checked="" type="checkbox"/> <b>ATTACHMENT C</b> - Foreclosure Use Agreement | <input type="checkbox"/> <b>ATTACHMENT D</b> - Letter of Credit (LoC)<br><input type="checkbox"/> <b>ATTACHMENT E</b> - Repair Summary and<br><input type="checkbox"/> <b>ATTACHMENT F</b> - Environmental Information<br><input type="checkbox"/> <b>ATTACHMENT G</b> - Additional property |
|--|--|

### FORMS REQUIRED TO COMPLETE BID AND PURCHASE

**THESE FORMS ARE AVAILABLE AT [http://www.hudclips.org/sub\\_nonhud/html/forms.htm](http://www.hudclips.org/sub_nonhud/html/forms.htm)**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Previous Participation Certificate (Form HUD- for proposed owner<br><input checked="" type="checkbox"/> Personal Financial and Credit Statement (Form 92417) for each proposed principal and/or Partner<br><input checked="" type="checkbox"/> Affirmative Fair Housing Marketing Plan (Form 935.2) | <input checked="" type="checkbox"/> Management Entity Profile (Form HUD-9832)<br><input checked="" type="checkbox"/> Management Certification for Multifamily Projects (Form HUD-9839 A & B)<br><input type="checkbox"/> Project Owner's/Borrower's Certification (Form HUD-9839 C) - For elderly housing projects managed by Administrators only |
|---|---|

## SECTION 1 - INTRODUCTION AND GENERAL INFORMATION

1. **DEFINITION OF INVITATION FOR BID** - This document, including attachments, exhibits, and any amendment thereto, constitute the Invitation for Bid (Invitation) for Page-Wymore Apartments, FHA Number: 042-35311. PROPERTY AT A GLANCE, Attachment A to this Invitation, contains a summary of facts, figures, and most terms of the sale. This Invitation also includes a list of the forms necessary to complete a responsive bid.
2. **BID RESPONSIVENESS** - A bid must be responsive to the terms of the sale. To be considered for award, a bid must comply in all material respects with this Invitation. Each bid on its face shall be firm, unconditional, responsive, fixed in one amount certain, and not in the alternative. Special conditions, alterations, or deletions will render a bid non-responsive. The terms of the foreclosure sale are those set out in the Invitation for Bid, especially the Terms and Requirements of Foreclosure Sale - Acknowledgment by Bidder (Acknowledgment) and Foreclosure Sale Use Agreement. Lack of earnest money deposit, as required by this Invitation, will be cause for bid rejection.
3. **SALE TO HIGHEST QUALIFIED BIDDER** - Sale of this project will be made to the highest responsive, qualified Bidder.
4. **NO REDEMPTION PERIOD** - This sale is not subject to redemption by the previous owner.
5. **BID ACCEPTANCE OR REJECTION** - HUD reserves the right to reject any and all bids, to waive any informality in any bid received, and to reject the bid of any Bidder HUD determines lacks the experience, ability or financial responsibility needed to own and manage the project.
6. **CANCELLATION OF SALE** - HUD reserves the right to cancel this Invitation for Bid and/or reject any and all bids.
7. **BIDDER'S DUE DILIGENCE** - Bidders are encouraged to perform their own due diligence to gain a full understanding of the project and the conditions of sale before submitting a bid.
8. **POST-CLOSING REQUIRED REPAIRS** - Repair requirements that must be completed after closing, if applicable to this sale, are included in the Form HUD-9552, Post-Closing Repair Requirements, and Exhibits, Attachment E, to this Invitation. The repair requirements listed in Attachment E survive the sale and will be recorded with the Deed. **NOTE:** the Form HUD-9552 and exhibits reflect **cost estimates** of the required repairs.

**While care has been exercised to assure accuracy, all information provided is solely for the purpose of permitting parties to determine whether or not the property is of such type and general character as might interest them in its purchase, and HUD makes no warranty as to the accuracy of such information. The failure of any Bidder to inspect, or be fully informed as to the condition of all or any portion of the property being offered, or condition of sale, will not constitute grounds for any claim, demand, adjustment, or withdrawal of a bid.**

9. **RECORDATION OF CERTAIN DOCUMENTS** - Attachment E, Post Closing Repair Requirements (Form HUD-9552) and attachments, if provided herein, and Attachment C, with riders, if provided herein, will be recorded with the Deed.
10. **SOURCE FOR ADDITIONAL INFORMATION** - Should you need further information, please call the contact person indicated in the Property at a Glance.

## SECTION 2 - FORECLOSURE SALE PROCEDURES AND SUBMISSION OF BIDS

1. **GENERAL** - In order to submit a responsive bid to this Invitation, a Bidder must submit the items indicated in this Section. All the required forms are listed.
2. **BIDDING AT THE FORECLOSURE SALE** -
  - (a) The foreclosure sale is an oral, open bid sale that takes place at the date, time and place indicated in the attached Property at a Glance.
  - (b) The Bidder must either:
    - (i) State a bid price orally at the sale, **or**

- (ii) Submit a written bid to the person that conducts the sale two (2) business days before the date of sale. Written bids, if received, will be read aloud at the sale before oral bids are accepted. Only the person that submitted the written bid, or an agent thereof may raise a written bid price. Please call the contact person indicated in the Property at a Glance for details regarding submitting a written bid.

3. **ITEMS THAT MUST BE SUBMITTED AT THE FORECLOSURE SALE**

- (a) Acknowledgment - Immediately after the foreclosure sale has been completed, the high Bidder must submit **ONE** signed copy of the Terms and Requirements of Foreclosure Sale - Acknowledgment by Bidder to the person that conducts the foreclosure sale.
  - (b) Earnest Money Deposit
    - (i) The earnest money deposit, for not less than the amount specified in the Property at a Glance, must be submitted prior to presenting an oral or written bid.
    - (ii) The deposit must be in the form of a money order, certified, cashier's or other banker's check payable to: **THE SECRETARY, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
    - (iii) No other method of payment for the earnest money deposit is acceptable
    - (iv) A financial organization submitting a bid on its own behalf must have the earnest money deposit drawn on a separate financial organization.
    - (v) Lack of proper deposit will be cause for rejection of the bid by HUD.
    - (vi) Immediately following the sale, earnest money will be returned to those whose bids have been rejected.
4. **CORRECTIONS** - Any changes or erasures made to a written bid may be made by the Bidder only and must be initialed.
5. **TELEGRAPHIC OR FACSIMILE BIDS** - Telegraphic or facsimile bids and/or bid modifications will not be considered for award.
6. **VERBAL NOTIFICATION TO THE HIGH AND SECOND HIGH BIDDER** - The high and second high Bidder will be notified verbally of their bidding positions by the person that conducts the foreclosure sale immediately after the foreclosure sale is completed.
7. **REJECTION OF LOWER BIDS** - All bids other than the high bid will be rejected verbally at the foreclosure sale by the person that conducts the foreclosure sale.

**SECTION 3 - POST FORECLOSURE SALE PROCEDURES**

1. **CONTINUATION OF OFFERS** - The high bid shall be deemed to be a continuing offer from the time of the foreclosure sale until closing or bid rejection by HUD. The second high bid shall be deemed to be a continuing offer until execution of the Foreclosure Sale Use Agreement or until thirty (30) days after the foreclosure sale, whichever occurs first, unless HUD and the second high Bidder mutually agree to extend the offer. After the above activities have occurred, or the extension agreement has ended, the bid will be deemed to have expired.
2. **SUBMISSION OF POST-BID DOCUMENTS TWO (2) DAYS AFTER FORECLOSURE SALE** - Not later than two (2) Federal Government working days after being verbally notified at the foreclosure sale of being the high Bidder, the Bidder **must** submit the Previous Participation Certificate (Form HUD-2530) - for the proposed owner to the contact person identified in the Property at a Glance.  
**Failure to submit the required documents within the indicated time frame may be grounds for rejection of the bid.**
3. **QUALIFICATION, ACCEPTANCE, REJECTION OF BID**
- (a) HUD will review the high Bidder to determine if qualified to purchase the project.
    - (i) If HUD approves the high Bidder as being qualified, the high Bidder will be confirmed as and identified as the Purchaser.
    - (ii) If the high bid is rejected due to HUD's determination that the high Bidder is not qualified to purchase the project, HUD will notify the high Bidder in writing.

- (b) If HUD rejects the high Bidder, and the second high Bidder will be given twenty-four (24) hours to submit the earnest money deposit and will be reviewed to determine if qualified to purchase the project.
  - (i) If HUD approves the second high Bidder as being qualified, second high Bidder will be confirmed as and identified as the Purchaser.
  - (ii) If the second high bid is rejected due to HUD's determination that the second high Bidder is not qualified to purchase the project, HUD will notify the second high Bidder in writing.
- (c) HUD's notification of rejection due to lack of qualifications, if applicable, shall be deemed to be given when mailed to the individual indicated in the Terms and Requirements of Foreclosure Sale - Acknowledgment by Bidder.
- (d) The written rejection of the bid will be made as promptly as possible and generally within thirty (30) days after the date of the foreclosure sale.

**4. HANDLING OF THE EARNEST MONEY DEPOSIT**

- (a) The earnest money deposit of the high Bidder will be held until HUD determines the high bid/Bidder to be acceptable. If HUD does not accept the high bid, the high Bidder's earnest money will be refunded.
- (b) Interest will not be paid on earnest money deposits.

**5. SUBMISSION OF POST-BID DOCUMENTS TEN (10) DAYS AFTER FORECLOSURE SALE** - Not later than ten (10) Federal Government working days after being verbally notified at the foreclosure sale of being the high Bidder, the Bidder must, if checked below, submit additional information to the contact person listed in the Property at a Glance.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Affirmative Fair Housing Marketing Plan (HUD Form 935.2)  | <input checked="" type="checkbox"/> Bidders Property Management Statement  |
| <input checked="" type="checkbox"/> Form HUD- 2530 for Purchasing Entity, if different from bidding entity  | The Bidder must complete and submit written statements of how the purchaser will:                                  |
| <input checked="" type="checkbox"/> Form HUD- 2530 for the Managing Agent, if Applicable  | (i) Satisfy the condition of the disposition;  |
| <input checked="" type="checkbox"/> Personal Financial and Credit Statement (HUD Form 92417) - For each proposed and/or principal general partner | (ii) Implement a sound financial and management program;   |
| <input checked="" type="checkbox"/> Management Entity Profile (Form HUD-  | (iii) Respond to the needs of the tenants and work cooperatively with resident                                     |
| <input checked="" type="checkbox"/> Management Certification (Form HUD- 9839 A & B)   | (iv) Provide adequate organizational staff resources to the project.   |
| <input type="checkbox"/> Project Owner's/Borrower's Certification Form 9839 C) - For elderly housing projects managed by Administrators only      | <input type="checkbox"/> Statement of the services, maintenance and utilities that the bidder proposed to provide. |

**FAILURE TO SUBMIT THE REQUIRED DOCUMENTS WITHIN THE INDICATED TIME FRAME MAY BE GROUNDS FOR REJECTION OF THE BID.**

- 6. **REVIEW OF PROJECT MANAGEMENT** - HUD may elect to discuss project management plans after submission of the post-bid documents by the high Bidder.
- 7. **CLOSING DATE REQUIREMENT** - The closing date will take place within the time period specified, in accordance with the Acknowledgment, Attachment B.
- 8. **EXTENSION OF CLOSING** - The right to extend the sales closing is expressly reserved by HUD as set forth in the Acknowledgment, Attachment B.

**SECTION 4 - CLOSING**

- 1. **EXECUTION OF USE AGREEMENT** - The Bidder must execute Attachment C, "Foreclosure Sale Use Agreement," at closing. HUD will then execute the Agreement.
- 2. **CLOSING DATE AND PLACE** - The closing date and place shall be as determined by the person that conducts the foreclosure sale and/or HUD. The Bidder will be notified of said date and place by the person conducting the foreclosure sale.

3. **CASH DUE AT CLOSING** - Cash due at closing is the remainder of the purchase price less the earnest money deposit received, plus or minus any prorations. Cash due at closing includes all initial deposits to reserve accounts, if applicable.
4. **PRORATIONS** - There will be no prorations except for the proration of property taxes prepaid by HUD, if any.
5. **CLOSING EXPENSES** - Irrespective of local custom, the Bidder shall pay all closing expenses, including, but not limited to, all documentary stamp taxes, all recording fees, and any costs in connection with a review of title or title insurance as may be requested by the Bidder.
6. **METHOD OF PAYMENT** - Cash due at closing shall be paid in the form of a money order, certified, cashier's or other bank check made payable to: **THE SECRETARY, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**, in accordance with the Acknowledgment, Attachment B.
7. **LETTER OF CREDIT** - If Post-Closing Repair Requirements described in Attachment E are included in this sale, the Bidder, at closing, shall provide HUD with an unconditional, irrevocable, and nondocumentary Letter of Credit (LoC), or a group of no more than five (5) LoCs, in the amount stated in the Property at a Glance. Such LoCs shall expire no earlier than six (6) months after completion of the stated required repairs. HUD will release the undrawn balance in the LoCs six (6) months after completion of repairs. Such undrawn balance shall be of an amount equal to ten percent (10%) of the original total amount of the LoCs.
8. **CONVEYANCE** - Conveyance of the project shall be by Special Warranty Deed from the person that conducts the foreclosure sale. The deed will not contain any warranty of title.
9. **RECORDATION OF DEED** - Either HUD or the Bidder (Purchaser) may record the Deed, at the discretion of the HUD Counsel. HUD shall record all other recordable documents. All recordation costs shall be at the expense of the Bidder (Purchaser).
10. **DOCUMENTS TO BE FURNISHED OR EXECUTED AT CLOSING**  
☒ **Foreclosure Sale Use Agreement**    ☐ **Letter(s) of Credit**    ☒ **Closing Statement**  
☐ **Other:**

## **SECTION 5 - DISCLAIMERS**

1. **DISCLAIMER**
  - (a) Bidders interested in purchasing this project are expected to acquaint themselves with the property, and to arrive at their own conclusions as to; physical condition, number and occupancy of revenue producing units, estimates of operating costs, repair costs (where applicable), and any other factors bearing upon valuation of the property. Any bid submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements contained in this Invitation for Bid and in any Addendum hereof.
  - (b) While care has been exercised to assure accuracy, all information provided is solely for the purpose of permitting parties to determine whether or not the property is of such type and general character as might interest them in its purchase, and HUD makes no warranty as to the accuracy of such information. The failure of any Bidder to inspect, or be fully informed as to the condition of all or any portion of the property being offered, or condition of sale, will not constitute ground for any claim or demand or adjustment or withdrawal of a bid.
2. **UNAUTHORIZED ORAL STATEMENT OR MODIFICATIONS** - Any oral statement or representation by any representative of HUD changing or supplementing this Invitation for Bid or Addendum hereof, or any condition hereof, is unauthorized and shall confer no right upon the Bidder (Purchaser).
3. **HUD LIABILITY** - In any case, with respect to any claim against HUD, the extreme measure of HUD's liability shall not, in any event, exceed refund of the purchase price, or such portion thereof as HUD may have received.



# Property at a Glance



## PAGE-WYMORE APARTMENTS

ADDRESS: **1739 Wymore Ave.** EARNEST MONEY: **\$50,000** SALES PRICE: **UNSTATED MINIMUM**  
**East Cleveland, OH 44112** TERMS: **30 DAYS TO CLOSE**  
 COUNTY: **Cuyahoga** LETTER OF CREDIT: **N/A** SALE TYPE: **FORECLOSURE**

### PROPERTY INFORMATION

Total Units	Residential	Commercial	Foundation:
<b>99</b>	Revenue <b>99</b>	<b>0</b>	<b>Slab/small basements</b>
	Non-Revenue <b>0</b>		Roof: <b>Flat Roof w/tar paper</b>
			Exterior: <b>Brick</b>
			Floors/Finish: <b>wood/tile/carpet</b>

Elevator	Garden	Walk-up	Townhouse	Scattered Sites	Service Center	Mobile Home Park	Nursing Home	Vacant Land	Other:
		<b>X</b>							

Number of Buildings	Stories	Year Built	Rehab Year	Site Acreage	Approximate Net Rentable Area
<b>6</b>	<b>2 1/2</b>	<b>1918</b>	<b>n/a</b>		<b>98,912</b>

### Mechanical Systems

Heating:	Air Conditioning
Fuel <b>Gas</b>	<b>None</b>
System <b>Individual</b>	Windows <b>screens/storm</b>
Hot Water:	
Fuel <b>Oil</b>	
System <b>Central</b>	

### Utilities

Public Water	<b>X</b>
Gas Main	<b>X</b>
Electric	<b>X</b>
Sanitary Sewer	<b>X</b>
Storm Sewer	
Septic Tank	

### Parking

Street	<b>Asphalt</b>
Curb	<b>Concrete</b>
Sidewalk	<b>Concrete</b>
Parking Lot	<b>Asphalt</b>
Parking Spaces	<b>1 lot</b>
	<b>unknown</b>

### Apartment Features

	Air Conditioning
	Dishwasher
	Microwave
	Garbage Disposal
<b>X</b>	Refrigerator
<b>X</b>	Range/Oven
	Drapes/Blinds

### Community Features

	Garage
	Covered Parking
<b>X</b>	Laundry Facility
	Cable/Sat Hookup
	Playground
	Pool
	Community Space

### Owner Expense

<b>Water</b>
<b>gas</b>
<b>metered laundry</b>
<b>electricity- no A/C</b>

### Tenant Expense


### OCCUPANCY

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

### ESTIMATED ANNUAL RENTAL INCOME:

Number of Units	Type	Approx Square Feet	Current Rent	Estimated /Possible After Sale Rent	Estimated /Possible Total After Sale Rent
<b>18</b>	<b>1-BR</b>	<b>761</b>	<b>\$623</b>	<b>\$460</b>	<b>\$8,280</b>
<b>58</b>	<b>2-BR</b>	<b>898</b>	<b>691</b>	<b>640</b>	<b>37,120</b>
<b>22</b>	<b>3-BR</b>	<b>1441</b>	<b>719</b>	<b>704</b>	<b>15,488</b>
<b>1</b>	<b>4-BR</b>	<b>1428</b>	<b>782</b>	<b>750</b>	<b>750</b>
<b>TOTAL MONTHLY</b>					<b>\$61,638</b>

Total Estimated/Possible Annual Income	
Rent	<b>\$61,638</b>
Commercial	
Parking	
<b>TOTAL</b>	<b>739,656</b>
Estimated Annual Expenses	
Administrative	<b>\$106,850</b>
Utilities	<b>114,740</b>
Operating	<b>105,840</b>
Taxes/Insurance	<b>150,350</b>
Reserve/Replace	<b>29,700</b>
<b>TOTAL</b>	<b>507,480</b>

### COMMENTS CONCERNING PROPERTY INFORMATION:

Eligible tenants are being relocated. There may be some tenants who wish to remain at the property. No Comprehensive repair survey or Phase I Environmental was requested. Property is required to be repaired or demolished.

Due diligence should be performed in advance of submitting a bid. While care has been exercised to ensure accuracy, all information provided is solely for the purpose of permitting parties to determine whether or not the property is of such type and general character as to interest them in its purchase. HUD makes no warranty as to the accuracy of such information.

## USE RESTRICTIONS

**20** Years affordable housing, if used as rental housing after repair.

\_\_\_\_\_ Years rent cap protection for \_\_\_\_\_ residents.

### TENANT BASED SECTION 8

Housing choice vouchers will be issued to eligible residents of the complex by the public housing agency (PHA). N/A has been selected by HUD to administer the voucher assistance. Housing choice vouchers are tenant-based assistance. Tenant-based assistance means that the subsidy follows the program participant and is not attached or connected to a specific project or unit. Therefore, the voucher assistance should never be considered a form of guaranteed rental subsidy for the property. The families are not obligated to use the housing choice vouchers at the property. Therefore, there will be no project-based subsidy at this property.

In addition, the processing of the voucher funding and the determination of family eligibility by the PHA may take several months following the closing of the sale. The PHA must also determine the owner's rent is reasonable and the unit meets the housing quality standards of the housing choice voucher program. If the rent is determined not to be reasonable in comparison to similar unassisted units in the market area, the family will have to move to receive voucher assistance. Voucher housing assistance payments for a unit may not under any circumstances cover any period before the date the PHA determines the unit meets the housing quality standards. Since the owner will not receive voucher housing assistance payments or increase the tenant's share of the rent during this period, bidders should take into consideration the time that may be necessary for voucher funding to become available, the PHA to determine family and unit eligibility, and the owner to complete any needed repairs when making an offer.

## TERMS OF SALE

The purchaser must complete the repairs to meet State or local code or demolish to HUD's conditions of sale within **24** months after closing. The repairs are estimated to cost N/A.

Closing is to be held **30** days after HUD accepts the bid. If HUD authorizes an extension of the closing, the purchaser must pay a fee which is the greater of 1.5% of the purchase price or HUD's holding costs of **\$43.98** per unit per day for each 30 day period.

Riders on this property:

1. Affordability of Units (If used as Rental Housing).
2. Lead-Based Paint Hazards
3. Asbestos Hazards
4. NonDiscrimination against Multifamily Section8 Certificate and/or Voucher Holders (If used as Rental Housing).
- 5, Repair or Demolish

**PROSPECTIVE BIDDERS SHOULD READ AND THOROUGHLY UNDERSTAND ALL INFORMATION PROVIDED HEREIN AND IN THE BID KIT PRIOR TO SUBMITTING A BID.**

**This is an "All Cash – As Is" sale.** HUD is providing no financing for this sale. The purchaser must provide for payment of the full purchase price in cash at closing.

**Submission of Bids:** Bids for this property can only be considered for acceptance if submitted on the specific forms listed in the Bid Kit for this property, along with required earnest money. A Bid Kit may be obtained as indicated below.

**Suspended or Debarred Parties:** No consideration will be given to a bid submitted by any party currently suspended or debarred from participating in HUD programs. AS PROVIDED FOR IN 24 CFR, SEC. 27, THE DEFAULTING MORTGAGOR, OR ANY PRINCIPAL, SUCCESSOR, AFFILIATE, OR ASSIGNEE ON THE MORTGAGE AT THE TIME OF DEFAULT SHALL NOT BE ELIGIBLE TO BID ON OR OTHERWISE PURCHASE THIS PROPERTY. (Principal and Affiliate are defined at 24 CFR 24.105.)

### INSPECTION OF PROPERTY AND BIDDING INSTRUCTIONS

Prospective bidders are urged and invited to inspect the property prior to submitting a bid. Note: If this is a foreclosure sale, HUD may not have access to the property. Bids for this property can only be considered if properly submitted by following the bidding instructions provided in the FREE INFORMATION and BID KIT.

The FREE INFORMATION and BID KIT may be viewed or printed at [www.hud.gov/offices/hsg/mfh/pd/multifam.cfm](http://www.hud.gov/offices/hsg/mfh/pd/multifam.cfm). You may also sign up for our electronic mailing list at this web address. If you do not have access to the internet or can not download a PDF file, you may obtain a bid kit by calling (715) 273-2130, or faxing (715) 273-4769, or by email to [bkit@helmerprinting.com](mailto:bkit@helmerprinting.com).

**BIDS for Page-Wymore Apts.  
MUST BE PRESENTED ON:**  
Friday, January 9, 2004

At: 10:00 a.m. local time at:  
The Blue Room in the Main Lobby Area of  
Cuyahoga County Court House  
Justice Center Bldg. 1200 Ontario St  
Cleveland, OH 44113

**HUD OFFICE:**  
Region VI Office  
801 Cherry St.  
P O Box 2905  
Fort Worth, TX 76113-2905

**REALTY SPECIALIST:**  
Nancy Smith  
Phone : (817) 978-5818  
[nancy\\_smith@hud.gov](mailto:nancy_smith@hud.gov)



## ATTACHMENT B

### TERMS AND REQUIREMENTS OF FORECLOSURE SALE - ACKNOWLEDGMENT BY BIDDER

#### PART I

BID PRICE - The Undersigned, \_\_\_\_\_, (the "Bidder") submits a bid of \_\_\_\_\_ dollars (\$) at the foreclosure sale of Page-Wymore Apartments (the "Project", the legal description of which is included as Exhibit A, to be paid as follows:

1. \$ 50,000 in the form of a money order, cashier's or other bank check, as earnest money, which has been paid at the foreclosure sale to the person that conducts the foreclosure sale, and which shall not earn interest (the "Deposit"), **and**
2. \$ \_\_\_\_\_ the balance, to be paid by the Bidder at Closing, in the form of a cashier's or other bank check in accordance with this Acknowledgment. The Closing will be held at a place, date and time established in accordance with Section 4 below (the "Closing").
3. In addition to the above, the Bidder will be required to pay at Closing all closing costs, regardless of local custom, and, where applicable, other deposits to reserve and/or letters of credit as described in Riders incorporated herein, the Invitation for Bid (Invitation), and the Foreclosure Sale Use Agreement (Use Agreement).

#### PART II

If selected as the high Bidder at or after the foreclosure sale, the Bidder, by executing this document (the "Acknowledgment"), acknowledges that the Bidder must comply with the following requirements as a condition to purchasing the Project:

1. **ACKNOWLEDGMENT OF TERMS** - Bidder affirms to have full knowledge of the all terms, conditions and requirements contained in this Acknowledgment and documents referred to herein, the invitation and Attachments, and the Notice of Default and Foreclosure Sale. Bidder must execute this document.
2. **EXECUTION OF USE AGREEMENT** - At Closing, Bidder will, in addition to any other documents, execute the Foreclosure Sale Use Agreement and all of the Exhibits to the Use Agreement as contained in the Invitation to Bid. Such documents will control the use of the Project for a specified period and will be recorded with the Deed and run with the land.
3. **PREVIOUS PARTICIPATION CERTIFICATION** - The high Bidder **must** submit within two (2) business days of the foreclosure sale, a completed and executed Previous Participation Certification (Form HUD-2530) for the proposed owner to the HUD Field Office contact stated in the Property at a Glance, Attachment A to the Invitation to Bid.
4. **ESTABLISHMENT OF CLOSING DATE, TIME AND PLACE**
  - (a) Time is of the essence.
  - (b) HUD will notify the Bidder and the person conducting the foreclosure sale (the "Foreclosure Official") after HUD determines that the Bidder has been approved to purchase this project under the Previous Participation Certification procedure. The Foreclosure Official will establish a time and date for the Closing. The Closing **shall be within thirty (30) days of such notification**, unless extended pursuant to Section 8.
  - (c) The Closing will take place at the HUD office stated in the Invitation or at such other place as may be agreed upon between HUD and the Foreclosure Official.
5. **CLOSING, CLOSING EXPENSES AND TRANSFER OF POSSESSION**
  - (a) The sale shall be effective upon Closing.
  - (b) Bidder (Purchaser) shall pay all closing costs and expenses irrespective of local custom.
  - (c) Transfer of title to and possession of the Property shall become effective as of the Closing.
6. **PAYMENT OF PURCHASE PRICE AT CLOSING** - The Bidder (Purchaser) shall pay the balance at Closing in the form of a cashier's or other bank check made out to:  
**THE SECRETARY, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
The Closing will be held at a place, date and time established in accordance with Section 4 above.

7. LIQUIDATED DAMAGES - Should Bidder fail or refuse to perform all obligations under this Acknowledgement for any reason including, but not limited to, failure to establish the legal entity that is to take title in a timely manner that permits Closing within the deadline set forth in Section 4, the earnest money deposit and any extension fees, paid under Section 8, shall be remitted to and retained by HUD as liquidated damages.
8. EXTENSION FEES – Extensions of time to close the sale are within HUD's sole and absolute discretion. Any extensions, if granted, will be on the following conditions:
  - (a) A written request for an extension must be received at the HUD office located at: Department of Housing and Urban Development, 801 Cherry Street, Ft. Worth, TX 76102 within fifteen (15) days prior to the prescribed closing date, or within any extension period and **must be accompanied by the payment** of the required extension fee. The request must state the reason for Bidder's inability to close the sale within the initial period or any extended period.
  - (b) Extensions shall be for thirty (30) days.
  - (c) For each thirty (30) day period requested by Bidder and approved by HUD, extension fees shall be equal to \$ 43.98, per unit, per day, which is \$4,354.02 daily, a cost of \$ **130,620.60**, which covers the 30-day period (the holding cost for such period) or one and one-half percent (1.5%) of the purchase price, whichever is greater.
  - (d) These fees shall be retained by HUD and shall not be credited to the amount due from Bidder at Closing. However, if Bidder closes prior to the expiration of an extension period, the prorated amount of the extension fee, for the unused portion of the extension period, shall be credited toward the amount due from Bidder at Closing.
  - (e) The granting of one or more extensions shall not obligate HUD to grant additional extensions.
  - (f) If any form or instrument required by HUD is not submitted within sufficient and reasonable time for HUD's review or processing and such delay necessitates an extension of the Closing deadline, an extension fee must be paid for this period.
  - (g) Extension Fees must be submitted by money order, certified, cashier's or other bank check acceptable to HUD.
9. BIDDER RESTRICTIONS
  - (a) No Member of/or Delegate to Congress, resident commissioner, or local elected official, shall be admitted to any share or part of this sale, or to any benefit arising from it. However, this provision does not apply to this sale to the extent that this sale is made with a corporation for the corporation's general benefit.
  - (b) If Bidder is, or becomes suspended, debarred, or temporarily denied from participating in HUD programs prior to closing, this sale shall be terminated. In addition, if such suspension, debarment or temporary denial of participation occurs either before or after Bidder's execution of this Acknowledgment, any extension fees paid under Section 8 shall be retained by HUD as liquidated damages.
  - (c) Pursuant to 24 CFR Part 27 Section 20(f), the defaulting mortgagor, or any principal, successor, affiliate, or assignee thereof, on the multifamily mortgage being foreclosed, shall not be eligible to bid on, or otherwise acquire, the property being foreclosed by the Department under this subpart or any other provision of law. A "principal" and an "affiliate" are defined as provided at 24 CFR 24.105.
10. AS-IS SALE; NO REPRESENTATIONS
  - (a) Bidder shall accept the Property "as is." HUD makes no representations or warranties concerning the physical condition of the Property. In addition, HUD does not represent or warrant the number and occupancy of revenue producing units, or any factor bearing upon the value of the Property.
  - (b) Bidder acknowledges that the purchase price set forth in this Acknowledgment is based on Bidder's evaluation of the project and not upon any representations by HUD. Bidder's failure to inspect, or to be fully informed as to any factor bearing upon the valuation of the Property, shall not affect the liabilities, obligations or duties of HUD, nor be a basis for termination of this sale or for the return of any extension fees paid pursuant to Section 8.
11. RISK OF LOSS AND RIGHTS OF RESCISSION - In the event of any substantial damage to the Project prior to closing by any cause including, but not limited to, fire, flood, earthquake, tornado and significant vandalism other than willful acts or neglect, HUD, in its sole discretion, may negotiate with the Bidder for a reduction in the sales price corresponding to the estimated amount of damages. Such damages shall be added to the Post-Closing repair requirements, HUD Form - 9552 included in

the Invitation. If HUD and the Bidder are unable to agree on the amount by which the purchase price should be reduced or on the amendment to the repair requirements, Bidder may withdraw the bid, in which case HUD will direct the return of the earnest money deposit and any extension fee(s) will be returned.

## 12. PRORATIONS

- (a) Except as set forth in paragraph (b) below, there will be no prorations at Closing. The Bidder will be responsible only for those expenses incurred at the Project after Closing.
- (b) At Closing, the Bidder will pay the Foreclosure Official a prorata share of any property taxes on the Project which have been paid for a period of time ending after the date of Closing. The Bidder will be responsible for paying in full, all taxes, that come due after Closing. Taxes paid by the Bidder after Closing will not be prorated, even if those taxes are for a period which began prior to Closing.
- (c) No later than fifteen (15) days before Closing, HUD will notify the Bidder of the amount the Bidder is to pay the Foreclosure Official as the prorata share of taxes.

## 13. SECURITY DEPOSITS - APPLICATION AS CHECKED:

- ☒ Notwithstanding State or local law, the Bidder will receive only those security deposits which are on hand at the Project on the date of Closing. The Bidder will assume all liability under law with respect to security deposits.
- ☐ Any security deposits collected from tenants and paid over to HUD prior to the Closing shall transferred and assigned to Bidder within fifteen (15) days after the closing, with the of security deposits which have been forfeited by the tenant in accordance with the terms of tenant's lease. Notwithstanding State and local law, no other security deposits collected from will be transferred by HUD to Bidder and HUD has no other liability under State and local law respect to security deposits. Bidder agrees to assume all responsibility and liability under local law with respect to the collection, application and return of security deposits.

## 14. LIMITATION OF LIABILITY - Notwithstanding any other provisions of this sale, HUD's liability shall not exceed the amount of funds paid by Bidder to HUD and/or the Foreclosure Official hereunder.

## 15. ANTI-COLLUSION CERTIFICATION

- (a) The Bidder certifies:
  - (i) The bid price in this offer has been arrived at independently, without (for the purposes of restricting competition) any consultation, communication, or agreement with any other Bidder relating to:
    - a. the bid price;
    - b. the intention to submit a bid price; **or**
    - c. the methods or factors used in calculating the bid price offered;
  - (ii) The bid price in this offer has not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before or during the actual time of the bid event, unless otherwise required by law; **and**
  - (iii) No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a bid price for the purpose of restricting competition.
- (b) If the bid procedure requires or permits written bids, each signature on the offer is considered to be certification by the signatory that the signatory:
  - (i) Is the person in the Bidder's organization responsible for determining the bid price being offered in this bid and that the signatory has not participated and will not participate in any action contrary to paragraph (a) above; **or**
  - (ii) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraph (a), above;

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization responsible  
for determining price \_\_\_\_\_

- a. As an authorized agent, does certify that the principals named in the above have not participated, and will not participate, in any action contrary to paragraph (a) above; and
- b. As agent, has not personally participated, and will not participate, in any action contrary to paragraph (a) above.

16. FAILURE TO COMPLY - Upon the failure or refusal of the Bidder to comply with any of the requirements listed above, HUD may declare the Bidder ineligible to purchase the Project, in which case Bidder shall forfeit the earnest money deposit and any extension fees paid.
17. SEVERABILITY - If for any reason one or more of the provisions contained in the Invitation, including this Acknowledgment, the Use Agreement, or any other attachments or exhibits thereto, shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) of the Invitation, but the Invitation shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included therein.
18. FORMS - All forms and instruments referred to in this Acknowledgment are the standard Form HUD and instruments prepared by HUD and used by HUD in the jurisdiction in which the Property is located and shall contain such additional covenants and conditions required by the Invitation for Bid or Request for Proposals.
19. EXECUTION
  - (a) By signature below, Bidder indicates acknowledgment of and agreement to the terms and requirements of this foreclosure sale.
  - (b) In the case of a bid submitted by an agent or representative of the Bidder, the signatory attests to be duly authorized to submit the bid on behalf of the Bidder and to execute this Acknowledgment.

WARNING: It is a crime to knowingly make false statements to the United States in this document or any other document related to this sale. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code, Section 1001 and Section 1010.

Executed by the Bidder on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:\_\_\_\_\_ By:\_\_\_\_\_

Typed Name:\_\_\_\_\_ Typed Name:\_\_\_\_\_

Address:\_\_\_\_\_

City, ST  
Zip:\_\_\_\_\_

Phone No. with Area Code:(\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_

RIDER 1 OF 1  
**SUBMISSION OF DOCUMENTS PRIOR TO CLOSING**

1. Not later than two (2) Federal Government working days after being verbally notified at the foreclosure sale of being the high Bidder, the Bidder must submit the documents checked below to the contact person identified in the Property at a Glance, Attachment A.
  - ☒ Previous Participation Certificate (Form HUD-2530) - For the Proposed Owner
2. To demonstrate ability to meet these requirements, the Bidder must submit to the HUD Office contact identified in the Property at a Glance, Attachment A to the Invitation, the executed documents and information checked below no later than ten (10) days after the Bidder has been verbally notified, with follow-up written confirmation, of the selection as high-Bidder and may be selected to purchase the Project:
  - ☒ Affirmative Fair Housing Marketing Plan (HUD-935.2)
  - ☒ New Previous Participation Certification (HUD-2530) for purchasing entity if different from bidding entity/individual (i.e., partnership, corporation, etc.).
  - ☒ Form HUD-2530 for the Managing Agent, if applicable
  - ☒ Personal Financial and Credit Statement (HUD-92417) for each principal and general partner.
  - ☒ Management Entity Profile (HUD-9832)
  - ☒ Management Certification (HUD-9839 a and b)
  - ☐ Project Owner's/Borrower's Certification (HUD-9839 c) - For elderly housing projects managed by Administrator only
  - ☐ Bidder's Property Management Statement
    - The Bidder must complete and submit written statements of how the Bidder will:
    - Satisfy the conditions of the disposition;
    - Implement a sound financial and physical management program;
    - Respond to the needs of the tenants and work cooperatively with resident organizations; and
    - Provide adequate organizational staff and resources to the project.
  - ☐ Statement of the services, maintenance and utilities that the Bidder proposes to provide.
3. If applicable, within a reasonable time prior to closing, the Bidder must also meet at the HUD office listed in the Invitation with officials designated by HUD to discuss the Bidder's plans for managing the project. If HUD determines that the Bidder is unqualified to self-manage the Project, HUD may require the Bidder to obtain the services of a qualified property management firm. The Bidder must then provide HUD with evidence that it has retained a qualified property management firm prior to Closing. If the Bidder does not meet this obligation, HUD may reject the bid and retain the Bidder's earnest money deposit.

**ATTACHMENT C**  
**FORECLOSURE SALE USE AGREEMENT**

This Agreement is entered into by \_\_\_\_\_ ("Purchaser") and the Secretary of Housing and Urban Development ("Secretary" or "HUD").

WHEREAS, pursuant to the provisions of the Multifamily Mortgage Foreclosure Act, 12 U.S.C. Sections 3701 et seq. (the "Act"), and the Department of Housing and Urban Development's regulations thereunder at 24 C.F.R. Part 27, the Secretary has elected to exercise the nonjudicial power of sale provided under the Act, or pursuant to a judicial foreclosure the Secretary has elected to apply Section 367(b) of the Act, with respect to Page-Wymore Apartments, HUD Project No. 042-35311, (the "Project" or the "Property") a legal description of which is attached as Exhibit "A"; **and**

WHEREAS, pursuant to the Act and to provisions of 12 U.S.C. Section 1701z-11 et seq., Management and Preservation of HUD-Owned Multifamily Housing Projects, and the Department of Housing and Urban Development regulations thereunder at 24 CFR Part 290, the Secretary has authority to impose certain use restrictions, as set forth in this Agreement, on the property subject to a mortgage held by the Secretary that is sold at foreclosure to a purchaser other than HUD; **and**

WHEREAS, by Deed executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the Project has been conveyed to the Purchaser;  
**and**

NOW THEREFORE, in consideration of the mutual promises set forth herein and in further consideration of the sale of the Project to the Purchaser, the parties agree as follows:

1. **TERM OF AGREEMENT** - This Agreement shall be in effect,  
☒ twenty years from the date of this Agreement **or** ☐ until \_\_\_\_\_
2. **CONVEYANCE OF PROJECT**  
This paragraph ☒ **is** ☐ **is not** applicable for this property  
During the term of this Agreement, any conveyance of the project must have prior written approval of HUD. HUD's approval of conveyance and/or the proposed purchaser's management of the property will be based on information provided in written statements of how the purchaser, or any subsequent purchaser, in consideration of any and all existing use restrictions, will:  
(a) implement sound financial and physical management program;  
(b) respond to the needs of the tenants and work cooperatively with resident organizations;  
(c) provide adequate organizational staff and resources to manage the project.
3. **SUBJECT TO EXAMINATION** - The Project shall at all times,  
(a) be maintained in decent, safe and sanitary condition to the greatest extent possible,  
(b) maintain full occupancy to the greatest extent possible,  
(c) be maintained as rental housing for the term of this Agreement.  
  
At the request of the Secretary, Purchaser must supply evidence by means of occupancy reports, physical condition reports, reports on operations, or any evidence as requested to ensure that the above requirements are being met.
4. **UNIT NUMBER OR USE CHANGE – NOT APPLICABLE TO THIS SALE:** Changes to the use, number, size, or configuration of residential units in the Project; e.g., apartment units, beds in a care facility, from the use as of the date of this Agreement, must receive the written prior approval of HUD.
5. **NON-DISCRIMINATION REQUIREMENTS** - The Purchaser will comply with the provisions of all Federal, State, or local laws prohibiting discrimination in housing.
6. **HAZARD INSURANCE** - Hazard insurance shall be maintained in an amount to ensure that the Purchaser is able to meet the rental housing requirements described in this Agreement.

7. **DESTRUCTION OF PROJECT** - In the event that any or all of the Project is destroyed or damaged by fire or other casualty, the money derived from any insurance on the Project shall be applied to rebuild or replace the property destroyed or damaged, unless the Secretary gives written approval to use insurance proceeds for other purposes.
8. **DEMOLITION OF PROJECT PROPERTY – NOT APPLICABLE TO THIS SALE:** The Purchaser will not demolish any part of the Project or withdraw any part of the Project from use (except as temporarily necessary for routine repairs), without the prior written approval of HUD.
9. **REMEDIES FOR NONCOMPLIANCE** - Upon any violation of any provision of this Agreement by the Purchaser, HUD may give written notice thereof to the Purchaser by registered or certified mail, addressed to the address stated in this Agreement, or such other address as subsequently, upon appropriate written notice thereof to the Secretary, may be designated by the Purchaser as its legal business address. If such violation is not corrected to the satisfaction of the Secretary within thirty (30) days after the date such notice is mailed or within such further time as HUD reasonably determines is necessary to correct the violation, without further notice, HUD may declare a default under this Agreement and may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of this agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, and/or such other relief as may be appropriate, since the injury to the Secretary arising from a default of the terms of the Agreement would be irreparable and the amount of damage would be difficult to ascertain.

The availability of any remedy under the Agreement shall not preclude the exercise of any other remedy under any provision of the law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not construe a waiver of the right to exercise that or any other right or remedy at any time.

10. **SUCCESSORS AND ASSIGNS** -This Agreement is binding upon the Purchaser's heirs, successors and assigns. The Purchaser agrees that if title to the Project is conveyed during the term of this Agreement, the Purchaser will require its purchaser to assume in writing its obligations under this Agreement.
11. **RESTRICTIONS** - No Member of Congress or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the benefits of the Use Agreement, but this provision shall not be construed to extend to this Use Agreement if the Use Agreement is made with a corporation for its general benefit.
12. **CONTRADICTORY AGREEMENTS** - The Purchaser certifies that it has not, and agrees that it will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this agreement, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any other requirements in conflict with this Agreement.
13. **SEPARABILITY** - The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof.
14. **AMENDMENT** - This Agreement may be amended by the mutual written consent of the parties, except those provisions required by statute.
15. **RIDERS TO THE USE AGREEMENT** - The Riders checked and initialed by the parties are attached to and incorporated into this Use Agreement and will be placed in the Deed to run with the land.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Affordability of Units                | <input type="checkbox"/> Two Year Rent Protection for Pre-Existing |
| <input type="checkbox"/> Rehabilitation and Relocation                    | Very- Low Income Tenants   |
| <input checked="" type="checkbox"/> Lead-Based Paint Hazards              | <input type="checkbox"/> Historic Preservation                     |
| <input checked="" type="checkbox"/> Asbestos Hazards                      | <input type="checkbox"/> Mobile Home Park                          |
| <input checked="" type="checkbox"/> Nondiscrimination Against Multifamily | <input type="checkbox"/> Retirement Service Center                 |
| Section 8 Certificate and Voucher Holders                                 | <input checked="" type="checkbox"/> Other: Repair or Demolish      |
|   | <input type="checkbox"/> Other:                                    |

IN WITNESS WHEREOF:

The Purchaser has executed this Use Agreement in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

PURCHASER:

\_\_\_\_\_  
By: Signature

\_\_\_\_\_  
Typed Name of Purchaser

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

The U.S. Department of Housing and Urban Development (HUD) has executed this Use Agreement in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

FOR: THE SECRETARY OF HOUSING  
AND URBAN DEVELOPMENT

BY: \_\_\_\_\_

\_\_\_\_\_  
Official's Typed Name

\_\_\_\_\_  
Title



## Legal Description

### PAGE-WYMORE APARTMENTS LIMITED

#### PARCEL A

Situated in the city of East Cleveland, County of Cuyahoga and State of Ohio and known as being the Northwestern 20 feet front and rear of Sublot No. 26, and all of Sublot No. 25 in The Lees Realty Investment Company's Subdivision of part of Original Euclid Township Lot No. 4, as shown by the recorded plat in Volume 81 of Maps, Page 20 of Cuyahoga Records further bounded and described as follows: Beginning at a point on the Northeasterly line of Page Avenue (50 feet wide), measured Northwesternly along said Northeasterly line, a distance of 30.00 feet from the most Southerly corner of said Sublot No. 26; thence Northwesternly, along said Northeasterly line of Page Avenue, a distance of 58.02 feet to the most Southerly end of a curved turnout between the Northeasterly line of Page Avenue and the Southeasterly line of Elderwood Avenue (50 feet wide); thence Northeasterly, along the arc of said curved turnout deflecting to the right, a distance of 23.00 feet to a point of tangency with the Southeasterly line of said Elderwood Avenue said arc having a radius of 15.00 feet; thence Northeasterly along the said Southeasterly line of Elderwood Avenue, a distance of 116.02 feet to an angle point therein; thence continuing Northeasterly along the said Southeasterly line of Elderwood Avenue, a distance of 19.53 feet, to the most Northerly corner of said Sublot No. 25; thence Southeasterly, along the Northeasterly line of said Sublot No. 25 and along the Northeasterly line of said Sublot No. 26, a distance of 78.70 feet to a point; thence Southwesterly in a direct line, a distance of 150.00 feet to the place of beginning be the same more or less but subject to all legal highways.

#### PARCEL B

Situated In the City of East Cleveland, County of Cuyahoga and State of Ohio and known as being the Southeasterly 12 feet from front to rear of Sublot No. 27 and all of Sublots Nos. 28 and 29 in the Lees Realty Investment Company's Subdivision of part of Original Euclid Township Lot No. 4 as shown by the recorded plat in Volume 81 of Maps, Page 20 of Cuyahoga County Records further bounded and described as follows: Beginning on the Northeasterly line of Page Avenue (50 feet wide) at the most Southerly corner of said Sublot No. 29; thence Northwesternly along the said Northeasterly line of Page Avenue, a distance of 112.00 feet to a point which measures Northwesternly along said Northeasterly line of Page Avenue a distance of 12.00 feet from the most Southerly corner of said Sublot No. 28; thence Northeasterly along a line parallel with the Southeasterly line of said Sublot No. 27 a distance of 150.00 feet to a point the Northeasterly line thereof; thence Southeasterly along the Northeasterly line of said Sublot No. 27 and along the Northeasterly line of said Sublots Nos. 28 and 29, a distance of 112.00 feet to the most Easterly corner of said Sublot No. 29; thence Southwesterly, along the Southeasterly line of said Sublot No. 29, a distance of 150.00 feet to the place of beginning be the same more or less but subject to all legal highways.

#### PARCEL C

Situated in the City of East Cleveland, County of Cuyahoga and State of Ohio, and known as being the Northwesternly 21.0 feet front to rear of Sublot No. 43 and all of Sublots Nos. 44 and 45 in the Lees Realty Investment Company's Subdivision of part of Original Euclid Township Lot No. 4, as shown by the recorded plat in Volume 81 of Maps, Page 20 of Cuyahoga County Records, further bounded and described as follows: Beginning on the Southwesterly line of Page Avenue (50 feet wide) at the most Northerly corner of said Sublot No. 45; thence Southeasterly, along the said Southwesterly line of Page Avenue, a distance of 121.00 feet to a point which point measures Southeasterly along said Southwesterly line of Page Avenue, a distance of 21.00 feet from the most Northerly corner of said Sublot No. 43; thence Southwesterly along a line parallel with the Northwesternly line of said Sublot No. 43, a distance of 175.00 feet to a point in the Southwesterly line thereof; thence Northwesternly along the Southwesterly line of said Sublot No. 43 and along the Southwesterly line of said Sublots Nos. 44 and 45, a distance of 121.00 feet to the most Westerly corner of said Sublot No. 45; thence Northeasterly, along the Northwesternly line of said Sublot No. 45, a distance of 175.00 feet to the place of beginning be the same more or less but subject to all legal highways.

#### PARCEL D

Situated in the City of East Cleveland, Cuyahoga County, Ohio, and known as being part of Sublots Nos. 48 and 49 and all of Sublots Nos. 50 and 51 in the Lees Realty Investment Company's

Subdivision of part of Original Euclid Township Lot No. 4, as shown by the recorded plat in Volume 81 of Maps, Page 20 of Cuyahoga County Records further bounded and described as follows: Beginning on the Northeasterly line of Wymore Avenue (50 feet wide) at the most Southerly corner of said Sublot No. 51; thence Northwesterly, along the said Northeasterly line of Wymore Avenue, a distance of 164.43 feet to a point; thence Northeasterly a distance of 97.30 feet to a point which is 2.12 feet measured Southeasterly from the Northwesterly line of land conveyed to Sam Passov by deed dated October 20, 1923 and recorded in Volume 2871, Page 282 of Cuyahoga County Records thence Northeasterly a distance of 31.56 feet to a point which is 2.89 feet measured Southeasterly from said Northwesterly line of land so conveyed to Sam Passov; thence Northwesterly a distance of 2.89 feet to the said Northwesterly line of land so conveyed to Sam Passov; thence Northeasterly along said Northwesterly line, a distance of 46.15 feet to the Northeasterly line of said Sublot No. 48; thence Southeasterly along the Northeasterly line of said Sublot No. 48 and along the Northeasterly line of said Sublots Nos. 49, 50 and 51, a distance of 168.50 feet to the most Easterly corner of Sublot No. 51; thence Southwesterly, along the Southeasterly line of said Sublot No. 51, a distance of 175.00 feet to the place of beginning, be the same more or less but subject to all legal highways.

PARCEL E

Situated in the City of East Cleveland, County of Cuyahoga, and State of Ohio and known as being Sublot No. 53 in the Lees Realty Investment Company's Subdivision of part of Original Euclid Township Lot No. 4, as shown by the recorded plat in Volume 81 of Maps, Page 20 of Cuyahoga County Records, further bounded and described as follows: Beginning on the Northeasterly line of Wymore Avenue (50 feet wide) at the most Southerly corner of said Sublot No. 53; thence Northwesterly along the said Northeasterly line of Wymore Avenue, a distance of 55.00 feet to the most Westerly corner of said Sublot; thence Northeasterly, along the Northwesterly line of said Sublot No. 53, a distance of 175.00 feet to the most Northerly corner thereof; thence Southeasterly, along the Northeasterly line of said Sublot No. 53, a distance of 55.00 feet to the most Easterly corner thereof; thence Southwesterly, along the Southeasterly line of said Sublot No. 53, a distance of 175.00 feet to the place of beginning be the same more or less but subject to all legal highways.

RIDER 1 OF 5  
**AFFORDABILITY OF UNITS**  
(If used as Rental Housing)

The Deed shall contain the following provision:

**Use Restriction**

1. The Purchaser (Owner) **must maintain the property as affordable housing** for a period of twenty (20) years after the date of this Deed or such earlier time as the Secretary may specify in writing (the "Restricted Period"), IF THE PROPERTY IS USED AS RENTAL HOUSING.
2. Any change to the number or configuration of residential units required to be maintained, as affordable housing must receive prior written approval from HUD.
3. The Purchaser (Owner) will not unreasonably refuse to lease units to, or otherwise discriminate against, very low-income families.

**Income Eligibility Limitation**

1. During the Restricted Period, the Purchaser (Owner) may not market 99 dwelling units for any purpose other than affordable housing without HUD's prior written approval. The Purchaser (Owner) may only rent the affordable units to families with adjusted gross annual incomes that do not exceed 80 percent of the area median income, adjusted for smaller and larger family size.

**Maintenance of Rents at Affordable Levels**

1. For **current** tenants, affordable means **the least of:**
  - (a) for a unit occupied by a very-low income family, the unit rent does not exceed thirty percent (30%) of fifty percent (50%) of the area median income, not necessarily the income of the family, as determined by HUD, with adjustments for smaller and larger families, less a reasonable utility allowance for utilities paid by the tenant; **or**
  - (b) for a unit occupied by a low-income family that is not a very low-income family, the unit rent does not exceed thirty percent (30%) of eighty percent (80%) of the area median income, (not necessarily the income of the family, as determined by HUD, with adjustments for smaller and larger family size, less a reasonable utility allowance for utilities paid by the tenant; **or**
  - (c) the Section 8 Voucher Payment Standard less the utility allowance established by the voucher provider; **or**
  - (d) Market Rent in the immediate area established by a rent comparability study prepared, at the Purchaser/Owner's expense, in accordance with HUD requirements.
2. For **new, or turnover** tenants, affordable means **the least of:**
  - (a) the unit rent does not exceed thirty percent (30%) of 80 percent (80%) of the area median income (not necessarily the income of the family), as determined by HUD, with adjustments for smaller and larger family size, less a reasonable utility allowance for utilities paid by the tenant;
  - (b) the Section 8 Voucher Payment Standard (less the utility allowance established by the voucher provider; **or**
  - (c) Market Rent in the immediate area established by a rent comparability study prepared, at the Purchasers's/Owner's expense, in accordance with HUD requirements.

**Annual certification**

The Purchaser (Owner) shall certify to HUD annually, in a manner acceptable to HUD, that the requirements in the above paragraphs have been fulfilled.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER\_\_\_\_\_

SECRETARY OF HOUSING AND URBAN DEVELOPMENT\_\_\_\_\_

RIDER 2 OF 5  
**LEAD-BASED PAINT HAZARDS**

The Deed shall include the following provisions:

1. In order to comply with 42 USC §§4821-4886 and the regulations thereunder, 24 CFR Part 35, Subpart I (the "Regulations");

- ☒ Purchaser covenants that the Property will be inspected and tested for lead-based paint, and any hazards will be abated in accordance with the Regulations.
- ☐ Purchaser covenants that any lead-based paint hazards will be abated in accordance with the Regulations.

Purchaser shall certify to Seller (in a form acceptable to Seller) and Seller shall determine, through inspection (or discretion, the inspection and certification of a local government official) that all lead-based paint hazards have been removed from the Property in accordance with the Regulations

2. Purchaser understands and agrees that Seller's inspection and finding of satisfactory performance is not intended to and does not constitute a guarantee that all lead-based paint and all potential lead-based paint hazards have been eliminated from the Property and does not relieve Purchaser of its ongoing responsibility for complying with all applicable State and local lead-based paint laws and regulations.
3. Purchaser agrees to indemnify, defend, and hold Seller harmless from any liability arising by reason of Purchaser's failure to perform Purchaser's obligations under this Deed with respect to the elimination of lead-based paint health hazards, the prohibition against the use of lead-based paint, and Purchaser's responsibility for complying with applicable State and local lead-based paint laws and regulations.
4. If temporary or permanent relocation is necessary because of such abatement, Purchaser covenants that it will comply with paragraphs 5 through 8, below. Additionally, the Purchaser covenants that it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Act"), as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24, when Project-based Section 8 assistance is provided by the Seller. The Purchaser is responsible for ensuring compliance with the Act and regulations thereunder, notwithstanding any contractual obligations with third parties to comply with the Act and regulations. Purchaser covenants to provide advance written notice of the expected displacement to the residents. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
5. If temporary relocation is necessary because of such abatement, Purchaser covenants to provide assistance to tenants in locating decent, safe and sanitary housing
  - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
  - (b) Expenses of returning to a repaired unit on the Property.
6. If permanent relocation is necessary because of such abatement, Purchaser covenants to provide assistance, as described below, to tenants, as may be appropriate:
  - (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement Housing which, to the extent feasible, shall be in a location not generally less desirable than the Property.
  - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by Seller to be reasonable considering the size of the household and the circumstances surrounding the move.

7. The Purchaser covenants not to increase the rent for any units, from the rent Seller is requiring a tenant to pay on the Closing date, until such unit meets all the abatement requirements set forth in paragraph 1, above. (In addition, rent for units to be covered by a Housing Assistance Payments Contract may be increased only pursuant to and following execution of such Contract.)
8. Purchaser agrees to comply with Section 35.88 "Disclosure Requirements for Sellers and Lessors" and Section 35.92 "Certification and Acknowledgement of Disclosure" of 24 CFR – *Lead-Based Paint Poisoning Prevention in Certain Residential Structures*.
9. If Purchaser fails to comply with paragraph 1, above, and no extension by written agreement has been granted by Seller, Seller and/all successors in office shall be entitled to enter and terminate the estate hereby conveyed. This right and remedy may be exercised separately or in combination with the rights and remedies set forth in the Enforcement provision of this Contract.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER\_\_\_\_\_

SECRETARY OF HOUSING AND URBAN DEVELOPMENT\_\_\_\_\_

RIDER 3 OF 5  
**ASBESTOS HAZARDS**

The Deed shall include the following provisions:

1. Purchaser agrees to indemnify defend, and hold HUD harmless from any liability arising by reason of Purchaser's failure to perform Purchaser's obligations under this Deed with respect to the elimination of asbestos health hazards, the prohibition against the use of asbestos and Purchaser's responsibility for complying with applicable State and local asbestos laws and regulations.
2. If temporary or permanent relocation is necessary because of such rehabilitation, Purchaser covenants to comply with Section 203(f) of the Housing and Community Development Amendments of 1978, as amended, 12 USC §1701z-11(f), and the regulations thereunder, 24 CFR §290.17, as explained in paragraphs 4 through 6, below. Additionally, the Purchaser covenants to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24, when Project-based Section 8 assistance is provided by HUD. The Purchaser is responsible for ensuring compliance with the Act and Regulations, notwithstanding any contractual obligations with third parties to comply with the Act and Regulations. Purchaser covenants to provide advance written notice of the expected displacement. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
3. If temporary relocation is necessary because of such rehabilitation, Purchaser covenants to provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit, which to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
  - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
  - (b) Expenses of returning to a repaired unit on the Property.
4. If permanent relocation is necessary because of such rehabilitation, Purchaser covenants to provide assistance, as described below, to tenants, as may be appropriate:
  - (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing, which to the extent feasible, shall be in a location not generally less desirable than the Property.
  - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by HUD to be reasonable considering the size of the household and the circumstances surrounding the move.
5. The Purchaser covenants not to increase the rent for any units, from the rent HUD is requiring a tenant to pay on the Closing date, until such unit meets all the rehabilitation requirements set forth in paragraph 1, above.
6. If Purchaser fails to comply with paragraph 1, above, and no extension by written agreement has been granted by HUD, HUD shall be entitled to enter and terminate the estate hereby conveyed. This right and remedy may be exercised separately or in combination with the rights and remedies set forth in the Enforcement provision of this Contract.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER\_\_\_\_\_

SECRETARY OF HOUSING AND URBAN DEVELOPMENT\_\_\_\_\_

**NONDISCRIMINATION AGAINST MULTIFAMILY SECTION 8 CERTIFICATE HOLDERS AND  
VOUCHER HOLDERS**

(If used as Rental Housing)

The Use Agreement includes the following provisions:

Nondiscrimination

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC §1701z-12, as amended, the Purchaser, any/all successors and assigns, agrees not to unreasonably refuse to lease a dwelling unit offered for rent, offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation (hereinafter referred to as Section 8). This provision is limited in application, for tenants or applicants with Section 8 Certificates or Vouchers, to those units that rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by HUD.

If the Purchaser breaches this provision, HUD and/or one or more third - party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such provision and to enjoin any acts which are in violation of such provision. For the purposes of this provision, a third-party beneficiary shall be any person who holds a Certificate of Family Participation or a Voucher under Section 8 or any equivalent document under successor legislation.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER\_\_\_\_\_

SECRETARY OF HOUSING AND URBAN DEVELOPMENT\_\_\_\_\_

RIDER 5 OF 5  
Repair or Demolish

The Deed shall contain the following provisions:

1. Purchaser covenants to complete, within twenty-four (24) months of Closing, ☒ demolition and/or ☒ repairs, which meet all State and local codes in accordance with all applicable State and local laws, codes, ordinances and regulations, and Uniform Physical Condition Standards and Physical Inspection Requirements pursuant to 24 CFR Part 5.703, 887, 982, and other requirements set forth in any repair summaries and narratives, attached hereto. **HUD is not requiring a Letter of Credit or Performance and Payment Bond.**
2. If the Purchaser fails to complete repairs, and/or demolition, in accordance with this Agreement, Purchaser must:
  - a. Give written notice to HUD within the period provided for the repairs, and/or demolition, that it intends to complete the repairs, and/or demolition, **and**
  - b. Completes such repairs, and/or demolition, within thirty (30) days of the notice or within such longer periods that HUD may approve in writing.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER\_\_\_\_\_

SECRETARY OF HOUSING AND URBAN DEVELOPMENT\_\_\_\_\_